

# **MASTER AGREEMENT**

*Between the*

**BOARD OF EDUCATION OF HOWARD COUNTY**

*And the*

**HOWARD COUNTY ASSOCIATION OF SUPERVISORS  
AND ADMINISTRATORS - NON-CERTIFICATED  
SUPERVISORY**

**BEGINNING July 1, 2022**

**And**

**ENDING June 30, 2023**

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# ARTICLE I

## EXCLUSIVE RECOGNITION

- A. The Howard County Board of Education recognizes the Howard County Association of Supervisors and Administrators as the exclusive collective bargaining representative for all non-certificated supervisory professional employees and leadership interns with regard to all matters associated with salary, wages, hours, and other working conditions.
- B. The Association recognizes the right and full authority of the Board and Superintendent to direct, supervise, and manage school system affairs in accordance with existing and future state and federal laws and regulations in the proper discharge of their respective duties and responsibilities. Any granted right or authority which has not been officially abridged, delegated, or modified by the Master Agreement shall be retained by the Board or Superintendent, respectively.

Failure to exercise a right expressly or broadly reserved to the Board or Superintendent by the appropriate state and federal authorities shall not be considered a waiver at that time nor at any time in the future.

- C. The written Agreement developed as part of the negotiation process shall apply to all non-certificated supervisory professional employees.
- D. For the purpose of this Agreement, the term “supervisor” when used hereafter shall refer to all non-certificated supervisory positions that are not part of the Administrative, Management and Technical group and is represented by the Howard County Association of Supervisors and Administrators. The term “Association” shall refer to the Howard County Association of Supervisors and Administrators; the term “Board” shall refer to the Howard County Board of Education.
- E. All references to same-sex domestic partner benefits throughout this Master Agreement will refer to an individual approved by the Board to receive Domestic Partner Benefits under criteria established by the Board. Domestic Partner Benefits and coverage cannot begin until Same-sex Domestic Partner status is approved by the Board and will be provided as permitted by law. This applies only to employees who were receiving same sex domestic partner protection under the negotiated Agreement as of January 1, 2015, and employees residing outside of Maryland in states that do not recognize same sex marriage.
- F. Up to Twenty (20) hard copies of this Agreement will be distributed by the Board to the Association at no cost to the Association. The Board will provide electronic access to copies of

this Agreement to all presently employed and new permanently appointed or assigned administrators. The cost of reproduction of twenty-one (21) or more hard copies of the Agreement shall be shared equally by the Board and the Association.

## ARTICLE II ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any supervisor or group of supervisors solely by reason of their membership in the Association or for participation in any of its lawful activities.
- B. The Superintendent shall be available upon reasonable request but at a minimum quarterly to meet with representatives of the Association; both sides will provide agenda items for the meeting.
- C. The Association shall continue to be permitted to use school buildings without cost at reasonable times, as determined by the school administrator, for meetings provided the use of the building shall not result in any additional cost to the Board. The principal of the building in question will be contacted in advance to arrange the time and place of all such meetings. The content of such meetings shall be limited to the representation responsibilities of the Association under Title 6, Subtitle 4 of the Education Article of Maryland statute.
- D. The Association may utilize the inter-school courier (PONY) service and the Howard County Public Schools' email system for the distribution of membership material, provided that such use does not interfere with the operation of the school system. Copies of all materials will be given to the Superintendent/designee twenty-four (24) hours prior to distribution.

This article does not preclude the Association from using the HCPSS email system for general communication with its membership.

However, the Association agrees not to use the inter-school courier or HCPSS' email system for the following:

- (a) Advocacy or action on the part of employees which is contrary to policies, regulations and directives of the Board or its staff;
- (b) Political materials or endorsements;
- (c) Advertising materials for business establishments or brand name materials not contained in official Association publications

- E. The Board shall provide the Association a list of unit members upon request and no more than four times a year. Additionally, the Board shall provide the Association a list of eligible members, as a result of promotions and new hires, within 14 days of the appointment. The list will provide name, classification, location, and salary information.

Human Resources will provide a letter from the Association informing new supervisors that HCASA is the exclusive representative of such employees.

- F. If negotiations are scheduled during the duty day, up to a maximum of four (4) supervisors may be released from their regular duties for the time required to participate in joint negotiation sessions without loss of pay. This is in addition to any Executive Board members who are members of the negotiating team.
- G. Duly authorized representatives of HCASA shall be permitted to transact official HCASA business on school property or other sites at reasonable times provided that this shall not interfere with or interrupt normal school operations or prevent Board employees from performing their professional responsibilities. The site administrator or department supervisor shall make the determination regarding interference. The Association representative will check in at the front office of the school/office upon their arrival.
- H. Duly authorized representatives of HCASA shall be permitted to utilize up to a total of 20 school days to transact official business with a limit of ten (10) days for any one such representative. Prior to such absence, the HCASA representative should notify their supervisor in writing. The supervisor will determine whether the use of such leave would unreasonably adversely impact the program of operation at the site, and may deny the release, if they so determine.
- I. Members of the Superintendent's leadership team will be available to meet with Association leadership monthly to discuss and collaborate on items of importance to all parties; each party may add items to the agenda.
- J. The Association may request and shall be granted a place on the agenda of Board meetings for brief reports and announcements.
- K. The association may appoint up to three (3) representatives to be part of any committee or group established to change or revise evaluation systems of supervisors.

### ARTICLE III

#### NEGOTIATION PROCEDURE

- A. On or before January 6, representatives of the Board and the Association shall exchange written proposals regarding the contents of a new Agreement. This timeline may be waived upon mutual agreement of both parties.
- B. Neither party shall have any control over selection of consultants or representatives of the other party.
- C. Negotiation sessions shall be closed meetings held as frequently as necessary.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation, in accordance with Section 6-408 of the Annotated Code of Maryland. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. Cause for Impasse: If agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, 6-408(e) of the Annotated Code of Maryland, shall apply.

### ARTICLE IV

#### EMPLOYEE DISCIPLINE

- A. No supervisor will be disciplined or reprimanded without cause provided that it is recognized that transfers and reassignments do not constitute disciplinary action.
- B. In the event an immediate supervisor discusses an allegation of misconduct or other personnel concern, exclusive of evaluation detailed in Article VII with the bargaining unit member, written notice of the general topic(s) of discussion shall be provided in advance of such a meeting.
- C. Following the provision of due process per the established Board policy on Employee Conduct and Discipline, Association representatives(s) shall be entitled to accompany and represent a supervisor at any interview, meeting or hearing, the purpose of which is to investigate whether

the supervisor engaged in misconduct warranting disciplinary action or where disciplinary action may be taken.

Before the Superintendent/designee issues the disciplinary action, the supervisor will be provided at least one working day advance notice in writing of the meeting.

1. The supervisor will be advised that disciplinary action is being considered.
  2. The supervisor will be advised of his or her right to have Association representation at the meeting.
  3. Except in cases when the urgency of the situation dictates otherwise, the meeting may be delayed up to two additional work days in order to assure representation for the administrator.
- D. A supervisor placed on administrative leave will be informed in writing of the specific allegation(s) made against them resulting in the decision to place them on administrative leave at the time the leave begins, unless said allegations are criminal in nature.
- E. A supervisor placed on administrative leave will be informed in writing of the specific allegation(s) made against them resulting in the decision to place them on administrative leave at the time the leave begins, unless said allegations are criminal in nature.
- F. Supervisors will be afforded full due process rights and protections as enumerated in the Education Article of the Annotated Code of Maryland, Section 6-202, et. seq. and per the established Board Policy on Employee Conduct and Discipline.
- G. Prior to receiving a Letter of Warning or Letter of Reprimand, a supervisor shall receive notice of the concern(s)/allegation(s) with copies of supporting documentation, and be provided an opportunity to respond. Barring unforeseen circumstances, a Letter of Warning or Letter of Reprimand will be provided to the supervisor in person. The supervisor may provide a statement to be attached to all copies of the letter, including the copy contained in the supervisors' HCPSS personnel file.

## ARTICLE V

### GRIEVANCE PROCEDURE

- A. General – The Superintendent of Schools/ designee are interested in providing an orderly method for dealing with employee grievances. Any grievance which the supervisor cannot resolve in an informal manner with their immediate supervisor may be submitted through the grievance procedure. A grievance is any allegation by a supervisor that there has been a violation or

misapplication of the Agreement in effect for the employee's group. Attendance by a supervisor at a grievance meeting held during duty hours shall constitute an authorized absence without loss of pay.

The supervisor is entitled to Association representation at any time step of the grievance process, including appeals.

- B. Procedures - Step 1 – The supervisor must submit a written statement regarding the alleged grievance to his/her immediate supervisor within twenty (20) working days following the date of the occurrence (of the alleged grievance). The supervisor's written statement must include:
- Name (and signature)
  - Job assignment (and location)
  - Description of grievance (including section of Agreement allegedly violated)
  - Remedy sought

The immediate supervisor shall schedule a meeting with the supervisor within ten (10) working days after receiving the written statement from the supervisor. The immediate supervisor shall respond to the supervisor in writing within ten (10) working days as to his/her disposition of the grievance. If the supervisor does not satisfy it within ten (10) working days from the meeting, the grievance may be processed to Step 2.

Step 2 – Within ten (10) working days of receipt of the supervisor's response (Step 1), the supervisor may appeal the immediate supervisor's decision to the Superintendent/designee. The Superintendent/designee shall arrange for a meeting with the supervisor within ten (10) working days after receipt of the grievance. The Superintendent/designee shall provide a written decision to the supervisor within ten (10) working days after completion of the meeting.

Step 3 - If the supervisor is not satisfied with the disposition of a grievance at Step Two, the Association may vote within 30 days of the Step Two decision to submit the grievance to binding arbitration under the Federal Mediation and Conciliation Service. The parties agree to accept the mediator's recommendation as final and binding upon them. Any costs will be shared by the parties.

C. Miscellaneous

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
2. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and the Superintendent/designee.
3. If the grievance affects a group of supervisors, involving two or more supervisors, the grievants may submit such grievance in writing to the Superintendent/designee directly, and the processing of such grievance shall commence at Step 2.



4. Both parties agree that grievance proceedings will be kept confidential at all levels.
5. Documents, communications, and records initiated during and related to the processing of a grievance shall be filed in a separate grievance file.
6. A grievance may be withdrawn at any level without prejudice or record.
7. No reprisals of any kind shall be taken against the unit member(s) involved in the grievance procedure.

## ARTICLE VI

### PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a supervisor shall be the concern of and warrant review and appropriate action of the Board only:
  1. As it may prevent the supervisor from performing their assigned functions during designated office hours;
  2. As it may be in violation of local, state, national or common law.
- B. Each supervisor will be entitled to full rights of citizenship, and no religious or political activities of any such supervisor or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person provided they do not affect their performance.

## ARTICLE VII

### EVALUATION

- A. Supervisors shall have the right, upon request, to review the contents of their personnel file, in the presence of a human resources representative, and to receive copies at Board expense of any documents contained therein which are not available from the original source or which the supervisor had not previously received. A supervisor shall be entitled to have a representative(s) accompany them during such review.
- B. No material derogatory to a supervisor's conduct, service, character, or personality will be placed in their personnel file unless the Superintendent/designee has substantiated the allegation and the supervisor has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. They will also have the right to submit a written answer to such material and their answer will be reviewed by the appropriate Superintendent/designee and attached to the file copy.
- C. Supervisors shall be given a copy of any evaluation report prepared by their evaluators by July 30. No such report will be submitted to the Office of Human Resources, placed in the

supervisor's personnel file or otherwise acted upon without a prior conference with the supervisor, if requested.

The evaluation document shall include a statement that the supervisor's signature on said document does not indicate agreement with the evaluation.

- D. Any written complaints regarding a supervisor made to any member of the school or school system administration by any parent, student or other person, which are used in any manner in the evaluation process shall be promptly investigated, if necessary, and called to their attention if the complaint is investigated. The name of the complainant will be provided to the supervisor unless prohibited by law and/or Board policy.
- E. Any derogatory material or information not previously made known to and discussed with the supervisor shall not be deemed valid in the evaluation of said supervisor.

## ARTICLE VIII

### PROMOTIONS AND TRANSFERS

- A. Promotions – The Board will provide notice on an annual basis of promotion policies and procedures. All vacancies in positions covered by this Agreement shall be advertised throughout the school system and shall set forth the application procedures and the deadline date for submission of the application. All applicants will receive consideration.
- B. Voluntary Transfers – a voluntary request by a school-based supervisor for a change in assignment.
  - 1. School-based Supervisors who desire to transfer to another building for the ensuing year may file a written statement by April 1 of such desire with the Superintendent or their designee, who shall notify the immediate supervisor of such request.
  - 2. A school-based applicant for transfer shall assume that they will continue in their present position until such time as they are notified, in writing, that their transfer has been granted; said notification shall be from the Superintendent/designee.
  - 3. Voluntary transfers for school-based supervisors for the ensuing year will not be processed after August 1, except for extenuating reasons.
  - 4. If a school-based supervisor's request for a voluntary transfer has been granted, the Board will be under no obligation to consider a subsequent request for transfer by said school-based supervisor for one (1) year from the effective date of transfer, except under extenuating circumstances.

C. Involuntary Transfers- a change in a supervisor's assignment for reason determined by the Superintendent/designee.

1. The Superintendent may involuntarily transfer supervisors as the needs of the school system requires.
2. A supervisor who is involuntarily transferred for other than performance and/or disciplinary reasons to a lower position on the salary scale shall receive their current salary for a one (1) year period.
3. A supervisor who is assigned to an "acting" position on a lower pay scale shall suffer no loss of salary.

D. General Promotion and Transfer Information

1. A supervisor temporarily filling a vacancy at a higher grade by written appointment of the Superintendent for more than 10 consecutive workdays shall be named "acting" and receive prorated compensation and leave for that position retroactive to the first day of the assignment.
2. A supervisor who is promoted to a higher-level position within the bargaining unit shall be placed on a salary step that provides an increase of no less than 4% over their current (annualized) salary unless such salary exceeds the top step of the new position.
3. Upon request, a supervisor not chosen for a position for which they were interviewed will receive feedback from Human Resources' staff or the chairperson of the interview committee as to why they were not chosen for the position.

## ARTICLE IX

### ASSIGNMENT AND REASSIGNMENT

A. All supervisors will be given electronic access to their salary schedules, building assignments, sick leave, annual leave, and personal leave accumulated for the forthcoming year no later than July 30, except in cases of emergency.

B. Reassignment – a change in assignment

1. Notice of reassignment shall be given to the supervisor when possible at least five (5) work days prior to the date of change.
2. Reassignment will be made only after a meeting between the supervisor involved and the appropriate supervisor, at which time the supervisor will be notified in writing, upon

request, of the reason or reasons. In the event that a supervisor objects to the reassignment at this meeting, upon their request, the Superintendent or their representative will meet with them.

## ARTICLE X

### PROTECTION OF SUPERVISORS

- A. Any supervisor threatened with physical abuse or who is physically abused in connection with their employment shall immediately report the incident in writing to their immediate supervisor. Incidents involving verbal abuse shall be reported in a similar manner. The supervisor may request a conference with the Superintendent/designee to discuss such an incident or the corrective action taken.
- B. The parties agree that they shall give support to the discipline procedures and policies of the Board and the items related to student discipline in this Agreement. The supervisor and immediate supervisor recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced in compliance with anti-discrimination policies and laws.
- C. Whenever a supervisor is absent from the workplace as a result of compensable personal injury occurring in the course of their employment, they will be paid their full salary for a period not to exceed 90 days with no loss of fringe benefits, and no part of such absence will be charged to their annual or accumulated sick leave. The parties acknowledge that payment of workers' compensation leave under this section fully satisfies the Board's obligation to pay temporary total disability benefits under workers' compensation law, so no duplication of benefits may occur. If a workers' compensation award is made which does cover time lost during the aforementioned 90 day period, the employee will not be entitled to that award, and shall endorse it over to the Board. The intent of this provisory is to ensure that HCPSS covers the additional one-third (1/3) of an employee's Temporary Total Disability (TTD) award up to 90 days.\*

\*The 90 days need not be consecutive.

If during the 90 day period the employee was granted leave from the sick bank, and it is subsequently determined that the employee was absent as a result of a compensable personal injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90 day period. An employee shall not be permitted to use time granted by the HCASA Sick Leave Bank during the period they are being paid temporary disability under the workers' compensation law.

The Board will reimburse administrators for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any injury sustained in the course of their employment.

- D. Supervisors will carry out their responsibilities related to the safety and welfare of staff and students during any emergency. The Board will provide emergency preparedness training on an annual basis to supervisors either online or in person.
- E. In the case of an assault on a supervisor, by a student or a nonstudent, on school property, causing damage or loss to their personal property—such as clothing—the Board shall make an equitable financial adjustment with the supervisor for personal property losses not otherwise covered by insurance or restitution.
- F. The Board shall provide, at the supervisor's request, legal counsel to defend the supervisor in an action arising out of an assault on an supervisor in the course of the supervisor's professional duties. The supervisor will be protected by the Board liability coverage and will be provided the legal assistance for their defense and will be fully indemnified against any monetary judgement or fine levied against them by a court or administrative body in accordance with Board insurance provisions and state law.
- G. In any suit or claim brought against an supervisor as a result of intervention in any fight or physical struggle which takes place in any school building, on school grounds, or at any approved school activity or function where the supervisor is acting in their capacity between or among students or any other persons, the Board shall provide legal counsel for the unit member and shall save them harmless from any award or decree against them in accordance with state law.
- H. Supervisors shall not be required to discuss student problems with parents on sites other than school system property without being accompanied by their supervisor, if requested by the Supervisor.

## ARTICLE XI

### LIMIT OF DUTIES

- A. Supervisors will carry out such duties that are deemed necessary for the proper operation and function of the school system provided that every effort will be made by the Board to provide assistance to perform nonprofessional assignments.
- B. Supervisors will not be required to perform custodial duties unless written into their job description.
- C. Supervisors will not be required to drive pupils to activities.

## ARTICLE XII

### REIMBURSEMENT

- A. Supervisors who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all work-related travel in excess of their normal daily commute to their home/office in accordance with IRS regulations and the HCPSS Employee Expense Reimbursement Manual. The Board will share the process for reimbursement with all HCASA members each July.
- B. Supervisors earning graduate or undergraduate college credit or approved staff development courses taken for credit toward certification or professional development shall be reimbursed for tuition costs by the Board. The rate of reimbursement is up to a rate of **\$350** per graduate credit and at rate of up to \$155 per undergraduate credit, for a maximum of 24 credit hours while in a position represented by the bargaining unit.

Supervisors may use available graduate credit reimbursement for certification purposes when such fees are not eligible for reimbursement by local/state and/or other sources.

If the cost of such tuition is less than the specified fiscal year amount per credit, the Board shall reimburse supervisors for the full cost of said tuition. Documentation must be submitted within sixty (60) days of the end of the course. Reimbursement shall be made only upon written request by the supervisor who shall provide an official grade report or official transcript indicating a grade of “B” or better along with proof of cost and proof of payment.

If directed by the Superintendent/designee to obtain additional certification endorsements, the Board will provide additional reimbursement for tuition at the rate set forth in paragraph C after the reimbursement provisions of that paragraph have been exhausted.

- C. The Board will allocate professional development/learning funds to pay the expenses of supervisors to attend approved professional meetings, join approved professional education organizations, take professional graduate courses (for those who have exhausted Reimbursement under Article XII, Section B) and /or participate in licensed professional coaching. The Board will allocate a total of \$10,000 annually. The supervisor will also receive salary during this time. These days shall not be deducted from sick, annual or personal leave.

## ARTICLE XIII

### LEAVE

#### A. Sick Leave

Supervisors shall earn and be credited sick leave at the rate of one (1) work day per month, the annual total of which shall be available after the first day of duty.

Supervisors must request and use sick leave beginning with one (1) full hour increment and then in increments of one-half (0.5) hour.

The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited amount.

All supervisors may use their accumulated sick leave as of the first day of the duty year, even though they have not been able to report for duty on that day, provided the supervisor presents evidence of personal illness.

Supervisors shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability under all Board policies, and the administrator must return to work as soon as physically able, unless the supervisor resigns or requests a leave of absence.

Leave for disabilities caused by personal illness or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, shall be treated as a temporary disability for all job-related purposes. Accumulated sick leave shall be available for use during such periods of the disability as certified by a physician/caregiver. Appropriate medical statements to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources.

Previously accumulated sick leave days will be restored to all supervisors who return to Howard County.

#### B. Annual Leave

Annual leave must be planned to give the best practical continuous coverage of schools and departments. All twelve-month employees will receive 24 days of annual leave. Supervisors must request and use annual leave beginning with one (1) full hour increment and then in increments of one-half (0.5) hour.

Unused annual leave may be accumulated up to a maximum of 50 days. Each year, annual leave in excess of 50 days that is not used or forwarded shall be automatically transferred to a supervisor's accumulated sick leave.

Supervisors should attempt to use all annual leave before the effective date of employment termination; however, a lump sum settlement shall be made at the current salary rate of any unused annual leave, but not to exceed a maximum of fifty (50) days or the maximum established

by Board policy. In the event of an employee's death, such amount shall be paid to the employee's estate or designated beneficiary.

C. Bereavement Leave

An employee shall be granted five (5) consecutive duty days of absence without the loss of salary for a death in the immediate family. Immediate family shall include child, parent, sibling, registered domestic partner, spouse parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, step-child, step-parent, step sibling, grandparent of spouse/ registered domestic partner, biological parent of the employee's child, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

Upon the death of an uncle, aunt, niece or nephew the employee will be granted two (2) consecutive duty days of absence at any one time without the loss of salary.

Two days of the allowable bereavement leave may be used within 100 workdays of the relative's death to attend a memorial service. The 100 day time limit may be waived by the Office of Human Resources on a case-by-case basis.

Requests for exceptions to the timeline cited above may be made to the Office of Human Resources

D. Leave Without Pay, Personal Illness, or Family Illness

On the Superintendent's recommendation, the Board of Education may grant a leave of absence without pay for up to one year to a supervisor who is ill, or to care for a member of the supervisors immediate family who is ill. Immediate family includes an employee's spouse, child (biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability), and parents or someone who has continuously lived in the household for one (1) year immediately prior to their illness.

Supervisors may use up to forty (40) sick days and any accrued personal or annual leave if appropriate. Appropriate medical statements to verify need and appropriate leave request forms must be completed and sent to the Office of Human Resources to verify the need.

E. Personal leave

Four (4) days of leave per year, with no loss of pay, shall be available to each supervisor for personal use. Unused personal leave days may be accumulated up to five (5) days, with only four (4) days to be used consecutively. Any days in excess of five (5) shall be transferred to annual sick leave.

A supervisor must request and use personal leave beginning with one (1) full hour increment and then in increments of one-half (0.5) hour. The supervisor shall not be required to give the reason for taking personal leave but, except in cases of emergency, must notify the appropriate supervisor of their intention 24 hours in advance.



Personal leave may not be used solely to extend holidays and/or vacation periods. Personal leave may be granted by the Superintendent/designee during these periods provided that the request is made in writing at least ten (10) working days in advance.

Misuse of leave shall result in deduction of full pay.

F. Legal Proceedings

A supervisor shall be granted leave with no loss of pay for appearances in any legal proceedings connected with their employment with the school system and for court subpoena when the supervisor is called as a witness, provided such appearances are not related to:

1. any suit or litigation brought by the employee against the Board or its employees or
2. any criminal charges brought against the employee or
3. any non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.

A supervisor called for jury duty shall notify their supervisor of their plans for such service as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty. The employee may be required to submit a certificate of attendance.

G. Military Service

Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Eligible employees will also receive up to 15 days of paid leave per year for military training.

H. Study Leave

A supervisor may be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.

I. Adoption Leave

Supervisors may request a leave to adopt a child. Adoption leave will commence prior to the adoption to fulfill the requirements of the adoption, at the birth of the child, or upon receiving custody of the child. Except in cases of emergency, such notice shall be given at least thirty (30) days prior to the day on which the leave is to begin.

A supervisor granted adoption leave may elect to use any accrued annual leave and/or personal leave before entering leave without pay status. Any additional leave must be granted by the Superintendent/designee. Appropriate medical statements/adoption documents to verify need

and appropriate leave request forms must be completed and sent to the Office of Human Resources.

J. Child Rearing Leave

Supervisors, at their request, shall normally be granted a leave of absence for child-rearing leave for children up to age 13. Child-Rearing Leave shall be without pay for a period not to exceed three consecutive years per child. Applications for such leave shall be made thirty (30) calendar days prior to the effective date. Any such request not covered by FMLA must be planned to conclude at the end of the school year.

K. Political Leave

The Board may grant a leave of absence without pay to any supervisor to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester.

L. Other Leave

Other leaves may be granted at the discretion of the Board of Education.

M. Extended Leaves

The following are generally applicable to all extended leaves unless elsewhere excluded in this agreement:

1. Upon return from leave granted, a supervisor shall be restored to their former position or to an equivalent position when available with no loss in pay and with job duties substantially similar to their former position. The supervisor will be placed on the salary schedule at the level that is either equal to or one step above the step they were on when they started the leave. The decision regarding whether it is the same step, or one step above will be based upon when in the fiscal year the leave began and when in the fiscal year it concludes.
2. Other benefits to which a supervisor was entitled will be restored to them upon their return.
3. All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing, and the Superintendent/designee will make a written response to all such requests.
4. Leaves taken under K and L of this section shall be planned to commence and terminate at the beginning of the fall semester. Said leaves shall be requested no later than July 15.
5. Nothing contained herein shall prevent a supervisor on leave without pay from being a substitute in the Howard County School System while on such leave. While on leave, the supervisor is still under contract with the Board, therefore they cannot accept other employment.

6. Supervisors whose leave expires between March 1 and June 30 must notify the Office of Human Resources by March 1st, in writing, regarding their intention to return from the expired leave. Failure to notify the Board will result in the supervisor forfeiting their right to be placed into a position for the following school year, however, at the Board's discretion they may still consider such placement if requested by the supervisor after the deadline.
7. No more than three consecutive years of long term leave pursuant to Section J of this Article or leave pursuant to Section J in combination with Sections H, I and /or K will be permitted. At least one full academic year must be worked.
8. Any supervisor whose illness extends beyond the period covered by his/her accumulated sick leave and any additional sick leave granted to them by the Board may be granted a further leave without pay for such time as is necessary for complete recovery from such illness.
9. Misuse of leave shall result in deduction of full pay.

## ARTICLE XIV

### WORKING HOURS, WORK LOAD, AND WORKING CONDITIONS

- A. Supervisors shall have appropriate routine starting and dismissal times.

In regard to delayed openings and/or early dismissal days, the workday of supervisors will begin and end in accordance with any applicable policies and/or administrative directive of the Board and/or Superintendent/designee.

- B. Supervisors shall have a 30-minute, duty-free lunch period. Supervisors shall not be required to stay in their building during the duty-free lunch period.
- C. Unless provided free publicly, all medical examinations and tests required for employment in the Howard County School System shall be paid by the Board
- D. The Board will make every effort to ensure that well-maintained and appropriate offices and office areas are provided.
- E. The Board shall furnish up to \$250 for approved uniforms and/or approved shoes to each permanent Food and Nutrition Service Manager.
- F. The Board and the association recognize the benefits that teleworking provides under certain circumstances. Members will have the opportunity to request to telework in alignment with school system procedures.

ARTICLE XV  
Salary Scales

Non-Certificated Supervisors FY 23				
Effective July 1, 2022				
	Assistant Manager and Specialist	Manager and Officer	Coordinator	Director
Step				
1	\$96,000	\$101,500	\$107,000	\$112,500
2	\$98,400	\$104,038	\$109,675	\$115,313
3	\$100,860	\$106,639	\$112,417	\$118,196
4	\$103,382	\$109,305	\$115,227	\$121,151
5	\$105,967	\$112,038	\$118,108	\$124,180
6	\$108,616	\$114,839	\$121,061	\$127,285
7	\$111,331	\$117,710	\$124,088	\$130,467
8	\$114,114	\$120,653	\$127,190	\$133,729
9	\$116,967	\$123,669	\$130,370	\$137,072
10	\$119,891	\$126,761	\$133,629	\$140,499
11	\$122,888	\$129,930	\$136,970	\$144,011
12	\$125,960	\$133,178	\$140,394	\$147,611
13	\$129,109	\$136,507	\$143,904	\$151,301
14	\$132,337	\$139,920	\$147,502	\$155,084
15	\$135,645	\$143,418	\$151,190	\$158,961
16	\$139,036	\$147,003	\$154,970	\$162,935
17	\$142,512	\$150,678	\$158,844	\$167,008

Nurses FY 23	
	Effective July 1, 2022
	<b>Cluster Nurse Hourly Rate</b>
<b>STEP</b>	
1	\$34.93
2	\$36.09
3	\$37.26
4	\$38.42
5	\$39.58
6	\$40.76
7	\$41.92
8	\$43.08
9	\$44.25
10	\$45.41
11	\$46.59
12	\$47.75
13	\$48.91
14	\$50.08
15	\$51.24
16	\$52.42
17	\$53.58
18	\$54.74
19	\$55.91
20	\$57.07
21	\$58.25

Nurses:

1. Longevity payments for regular service in the Howard County Public School System are as follows:
  - a. \$1.00 per hour for employees who have completed 20 or more years of regular service.
  - b. \$.56 per hour for employees who have completed 15-19 years of regular service.
  - c. \$.25 for employees who have completed 13-14 years of regular service.
  - d. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.
2. Lead cluster nurses and Telemedicine nurses shall receive an additional \$1.55 per hour.
3. Nurses who qualify for and receive National School Nurse Certification will receive an additional \$1.00 per hour as long as the certification is maintained.

FOOD SERVICE MANAGERS FY23		
Effective July 1, 2022		
GRADE	VI	VII
STEP		
3	\$17.60	\$18.38
4	\$18.22	\$19.02
5	\$18.85	\$19.68
6	\$19.51	\$20.37
7	\$20.20	\$21.09
8	\$20.90	\$21.82
9	\$21.63	\$22.59
10	\$22.39	\$23.38
11	\$23.18	\$24.20
12	\$23.99	\$25.04
13	\$24.83	\$25.92
14	\$25.69	\$26.83
15	\$26.59	\$27.77
16	\$27.52	\$28.74
17	\$28.49	\$29.75
18	\$29.49	\$30.79
19	\$30.52	\$31.86

All staff currently on Step 1 will move to Step 3

FNS Managers:

1. Longevity
  - a. Food and Nutrition Service Workers with 15-19 years in the Howard County Public School System will receive an additional 46¢ per hour.
  - b. Food and Nutrition Service Workers with 20 or more years in the Howard County Public School System will receive an additional \$1.00 per hour.
  - c. Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.

## ARTICLE XVI

### DEDUCTIONS IN SALARY

- A. Payroll deductions will be available at the request of the individual administrator for:
1. Credit Union
  2. Educators' Financial Group
  3. Hospitalization, Health, Major Medical
  4. MD State Retirement and Pension System
  5. Tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education.
  6. United Teachers Association Insurance
  7. United Way (Including Bright Minds Foundation)
  8. Voluntary Benefits
  9. Howard County Administrators' Association dues. HCASA will certify to the Board in writing the current rate of membership dues. The Association will give the board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
- B. The Board agrees to deduct charitable contributions from administrators' salaries only when the administrator has duly authorized such deduction and has voluntarily determined the amount of such a contribution. No individual quotas will be established. Administrators shall not be pressured to give to charities.

## ARTICLE XVII

### SICK LEAVE BANK

- A. Administrators on active duty in Howard County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury, or quarantine which are not only prolonged but are also catastrophic and incapacitating and which are not likely to permanently disable the administrator.
- B. The contribution on the appropriate form will be authorized by the administrator and continued from year to year until canceled in writing by the administrator.

Cancellation, on the proper form, may be elected at any time, and the administrator shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly

authorized for contribution to the bank will not be returned if the administrator effects cancellation.

- C. Annual rates of contribution shall be a maximum of three (3) days per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.
- D. Supervisors must use all accumulated sick leave; if available 15 days of annual leave and all but two (2) personal days before receiving leave from the bank. Supervisors requesting more than five (5) consecutive days from the sick leave bank must have applied for and been granted a leave of absence by the Office of Human Resources before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- E. A four-member approval committee, comprised of three members appointed by the President of the Association, and one Superintendent appointed representative, shall have the responsibility of receiving requests, verifying the validity of request, recommending approval or denial of the requests, and communicating its decision to the member and the Superintendent/designee. The Committee shall develop its rules of procedure, and submit them to the Superintendent for approval. Approved procedures shall be distributed and posted on the HCPSS website to all enrolled employees annually, not later than October 1.

If an application is denied, the Committee's decision may be appealed to the balanced joint committee of HCASA and HCPSS by submitting a letter to the HCASA President within fifteen (15) calendar days after notification. The decision by the joint committee shall be final and binding.

- F. The Payroll Department shall verify that all accumulated sick; if available 15 days of annual leave and all but two (2) days of personal leave is exhausted. Upon notification of approval by the Committee, Payroll shall credit the affected employee with the number of days granted.
- G. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year. If further sick bank grants are desired, a new request must be submitted and approved in accordance with this Article.
- H. If an administrator does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
- I. The Association shall provide the Superintendent with an annual Sick Bank Report by August 31 of each year detailing the beginning balance of the sick bank, additions to the sick bank, deductions from the sick bank, and ending balance of the sick bank as of June 30 of each year.
- J. Upon Board or Superintendent request, the Association will provide access to its sick bank records to the Board or Superintendent/Designee.



## ARTICLE XVIII

### INSURANCE PROTECTION

The Board shall pay the full cost for group term life insurance protection equal to a administrator's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the administrator's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

#### A. Medical, Dental and Vision Insurance

For administrators with a continuous service date on or before June 30, 2011, the Board shall pay eighty-six percent (86%) of the premium cost of a group medical plan for each employee and covered eligible dependents(s), including same sex domestic partners.

For administrators with a continuous service date between July 1, 2011, and June 30, 2021, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan for each employee and eligible dependent(s), including same-sex domestic partners.

For employees with a continuous service date on or after July 1, 2021, the Board shall pay eighty-four percent (84%) of the premium cost of a group medical plan for each employee and eligible dependent(s), including same-sex domestic partners.

The co-pay for medical specialists will increase by \$5 beginning in plan year 2022.

For reference purposes only - Effective January 1, 2022, the Board will offer a "high-deductible" health plan in addition to HMO and PPO plans.

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion.

The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program. See Appendix A Benefits Advisory Committee.

#### B. Medical, Dental, and Vision Program

##### 1. Administrator Election of Benefits

- a. Each year during open enrollment as established by the Board, each administrator will be required to make an election regarding participating in benefits.
- b. This election will be irrevocable for the Plan Year.

## 2. Administrator Selection of Optional Benefits

- a. If an administrator elects to participate or becomes eligible to participate in benefits, they must select among the optional benefits offered. These benefits include:
  - (1) Medical Plan(s)
  - (2) Dental Plan(s)
  - (3) Vision Care Plan(s)
  - (4) Flexible Spending Accounts, including:
    - a. Dependent Care Account
    - b. Health Care Spending Account
  - (5) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible administrators during the Open Enrollment Period.

- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the administrator has a change in family status (e.g., marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same sex domestic partner).
- c. Each open enrollment period as established by the Board, administrators electing or eligible to participate will be given the opportunity to change the benefits they have selected. Each year administrators will be informed of any changes in benefits. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative will have a specified number of “benefit credits” associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or administrator contributions for medical coverage) or contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a “price tag” or cost to an administrator if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured’s benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Administrators may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the administrator must make up the difference through administrator contributions. All contributions to benefits will be on a pretax basis. This means that federal and state income taxes will not be withheld on administrator contributions, nor will

these contributions be included in an administrator's gross wages as reported on a W-2 form. FICA tax will not be withheld. Administrator contributions will be included in the annual salary for retirement and life insurance purposes.

- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an administrator for expenses actually incurred during the Plan

Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.

- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Administrators may elect to receive their unused benefit dollars in cash which will be added to their regular pay check. If the administrator elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total administrator contributions to the Dependent Care Account and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Administrators hired during the Plan Year will make their selection in advance of becoming eligible for benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).
- k. Employees with at least 15 years of cumulative service with HCPSS, are retiring with the Maryland State Retirement Pension System, and are enrolled in one of the school system's medical, prescription, dental, and/or vision plans for at least one full year immediately prior to retirement date, are eligible for a Board contribution towards the cost of retiree coverage in accordance with the HCPSS Benefits Enrollment Guide for Retirees.

ARTICLE XIX  
FINAL AGREEMENT

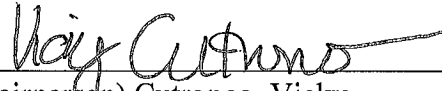
Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2022 and shall continue in full force and effect through June 30, 2023.


The Board and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement. During the term of this agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

On or before January 6, 2023 the Association and the Board will reopen negotiations for the 2023-24 school year unless a later date is mutually acceptable to both parties.

In witness whereof, the parties hereunto set their hands and seals this 26<sup>th</sup> day of May, 2022.


HOWARD COUNTY BOARD OF EDUCATION By:

  
\_\_\_\_\_  
(Chairperson) Cutroneo, Vicky

  
\_\_\_\_\_  
(Superintendent)

HOWARD COUNTY ADMINISTRATORS' ASSOCIATION By:

  
\_\_\_\_\_  
(President)

  
\_\_\_\_\_  
(First Vice President)

## APPENDIX A

### BENEFITS ADVISORY COMMITTEE

The Board agrees to establish a Benefits Advisory Committee to provide recommendations into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory

The focus of the committee shall be to:

- A. Make recommendations on cost containment strategies;
- B. Study, discuss and recommend possible plan design changes and rate setting;
- C. Develop strategies to educate employees regarding benefit plans;
- D. Make recommendations on the insurance fund balance/reserve;
- E. Make recommendations on the HCPSS budget mark for funding employee benefits;
- F. Evaluate insurance vendor bids;
- G. Participate in benefit bid process;
- H. Review monthly reports of claims data s compared to the projection of costs to be aware of the trends.

The Benefits Advisory Committee will be provided with full access, within HIPAA guidelines, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work towards increasing market transparency and reducing costs.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Chief Business and Technology Officer on its work as needed. A copy of their report(s) will be forwarded to the Association/Union president for possible use in negotiations.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from each bargaining unit within the Association/Union (e.g., HCEA-Certificated and HCEA-ESP) appointed by the President who is a current employee or the president may appointment himself/herself, one (1) representative from each of the other employee groups appointed by their president or the president may appoint himself/herself, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from their duties, if necessary, for meetings of the committee without loss of salary whenever such meetings are held during the duty day.

Once appointed, the Committee will elect a chairperson and vice chairperson from the employee/retiree representatives' group. The committee shall develop operational procedures to assist them in their work, which may include subject matter experts, to support the focus of the committee as indicated above